

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
BENTON DIVISION

KOERNER DISTRIBUTOR, INC.,
an Illinois corporation,

Plaintiff,

v

COLUMBUS LINE, INC.,
a Delaware corporation,

Defendant

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Case No

02-4154-GPM

COMPLAINT

NOW COMES KOERNER DISTRIBUTOR, INC., an Illinois corporation, Plaintiff, by GIFFIN WINNING COHEN & BODEWES, P.C., its attorneys, and for its Complaint against Defendant, COLUMBUS LINE, INC., a Delaware corporation, states

ALLEGATION OF JURISDICTION

1. Plaintiff, KOERNER DISTRIBUTOR, INC. ("Koerner"), an Illinois corporation, is a corporation organized and existing under the laws of, and having its principal place of business in, the State of Illinois

2. Defendant, COLUMBUS LINE, INC. ("Columbus Line"), a Delaware corporation, is a corporation organized and existing pursuant to the laws of the State of Delaware.

3. This action is for violation of the Carriage of Goods by Sea Act of the United States, 28 U.S.C. § 1300 et seq. ("COGSA"). Jurisdiction is conferred upon this Court under 28 U.S.C. § 1331

VENUE

4 Venue is predicated on 28 U.S.C. § 1391(b)(2)

ALLEGATIONS OF FACTS

5 Koerner contracted with Columbus Line to provide for the carriage of 1,000
cartons of wine from Southcorp Wines in Melbourne, Australia to Koerner's place of business in
Effingham, Illinois.

6. The terms and conditions of the contract are contained in a bill of lading dated
June 23, 2001. A true and correct copy of the bill of lading is attached as Exhibit A.

7 Pursuant to the bill of lading, Columbus Line was responsible for the carriage of
the wine products from Southcorp Wines in Melbourne, Australia to Koerner's place of business
in Effingham, Illinois.

8 Southcorp Wines delivered the wine products in good condition to Columbus
Line.

9 The wine product was initially discharged in Oakland, California, placed on rail
by an agent of Columbus Line, and transported to St. Louis, Missouri.

10 The wine products were found in a damaged state at the St. Louis, Missouri port.

11 The trucking company, an agent of Columbus Line, would not deliver the wine
products from St. Louis to Effingham due to the damaged state of the container.

12 The damaged wine products were delivered by truck to Koerner's place of
business on August 6, 2001.

13. The damaged wine products are currently located at Koerner's place of business
in Effingham, Illinois.

14 Under the terms and conditions of the bill of lading, COGSA shall govern during Columbus Line's entire period of responsibility

15 Pursuant to Columbus Line's bill of lading dated June 23, 2001 with Koerner, as merchant-consignee, Columbus Line was responsible for the carriage of 1,000 cartons of wine products from Southcorp Wines in Melbourne, Australia to Koerner's place of business in Effingham, Illinois

16 The wine products were damaged while in-transit during the period of Columbus Line's responsibility

17 Because the wine products were delivered to Koerner in a damaged state, Columbus Line is liable for damages incurred by Koerner in the amount of \$73,387.45 pursuant to COGSA.

WHEREFORE, Plaintiff respectfully demands the entry of judgment against the Defendant, as follows

- A Damages in the amount of \$73,387.45
- B An award of costs, disbursements, and interest as provided by law
- C Such other relief as this Court deems just and proper

PLAINTIFF DEMANDS A TRIAL BY JURY

KOERNER DISTRIBUTOR, INC.,
an Illinois corporation

BY _____

One of Its Attorneys

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